

Boyd



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Sylvan Service Corporation

File: B-223533

Date: July 24, 1986

DIGEST

General Accounting Office (GAO) will not consider incumbent contractor's contention that contracting agency should exercise option under existing contract instead of conducting a new procurement, since decision whether to exercise option is a matter of contract administration outside the scope of GAO bid protest function.

DECISION

Sylvan Service Corporation protests the Air Force's decision to issue invitation for bids (IFB) No. F04684-86-B-0067 for commissary shelf stocking, custodial services and warehousing rather than exercise the option in Sylvan's current contract for shelf stocking and custodial services.

While Sylvan acknowledges that its contract does not include warehousing services, it argues that those services can be incorporated into its current contract or solicited separately. In any event, the protester maintains that the option under its current contract should be exercised. The protester claims that the agency knew at the time it entered into the contract with Sylvan that it would require warehousing services and that, therefore, it never intended to exercise the contract option.

We dismiss the protest.

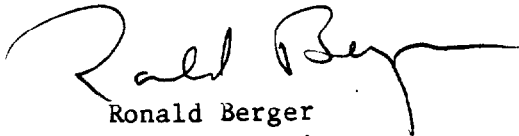
Where, as it appears to be the case here, the exercise of an option is solely within the government's discretion, our Office will not consider the incumbent contractor's contention that the contracting agency should exercise the option; whether to do so is a matter of contract administration outside the scope of our bid protest function. Interstate Equipment Sales, B-222213, Mar. 19, 1986, 86-1 CPD ¶ 274.

In any event, the possibility that the agency knew at the time it entered into the contract with Sylvan that it would also need warehousing services does not necessarily lead to the conclusion that it never intended to exercise the protester's option. It could have at that time intended to later contract separately for the warehousing services (as

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the protester contends is the case in other locations) and, if appropriate, exercise the option in Sylvan's contract for the shelf stocking and custodial services.

The protest is dismissed.

A handwritten signature in black ink, appearing to read "Ronald Berger", with a long horizontal flourish extending to the right.

Ronald Berger
Deputy Associate
General Counsel